

extreme, are permitted to shake or impugn the sacred obligation of contracts as between debtor and creditor. (d)

These rigid and inflexible principles of the English code have always been considered as forming a part of the law of Maryland; and have been approved and affirmed by the highest authority of our country. The case of the British subject, whose whole property in this country, where the debt had been contracted, had been seized, and confiscated with a reservation in favour of his just creditors, presented an apparently irresistible claim on the part of the debtor for relief, so far as to compel the creditor to seek satisfaction, in the first instance, from the confiscated estate of his debtor; yet after the most mature consideration it was finally held in England, that even such a case would not warrant a court of justice in giving such relief to the debtor as would, in effect, impair the obligation of the contract. (e)

By the constitution of the United States, it is declared, that 'no state shall pass any law impairing the obligation of contracts.' (f) Of the history or causes of this restriction upon the legislative power of the states, it is unnecessary here to say any thing; nor is it necessary to speak of the kind of legislative enactments to which it properly applies. It is sufficient, as regards the subject under consideration, that the people, or sovereign authority of this country, has deemed the obligation of contracts, at least as between individuals, creditor and debtor, as a matter so important and so sacred as to be guarded by an express provision of constitutional law, unalterable even by the government itself. Now if, as it is thus declared, the legislative department cannot, by any of its acts, impair the obligation of contracts, it surely could not be allowed, that the judicial department should effect the same thing by means of any judgment or decree. The judicial department applies to particular cases only such rules as the legislature may lay down; but the legislature is prohibited from laying down any such rules, and therefore no such rules can be applied by the judicial department.

Hence, any principles, such as these now under consideration, the effect of which is to impair the obligation of a contract, which

(d) Stat. Acton Burnel, 11 Ed. 1; Kilty's Rep. 143; Holditch v. Mist, 1 P. Will. 695; Wright v. Simpson, 6 Ves. 714; Folliot v. Ogden, 1 H. Blac. 123; Wright v. Nutt, 1 H. Blac. 136; Kempe v. Antill, 2 Bro. C. C. 11; Wright v. Nutt, 3 Bro. C. C. 326; *Ex parte* Kendall, 17 Ves. 520; 12 Westminster Review, 369.—
(e) Wright v. Simpson, 6 Ves. 714.—(f) Art. 1, s. 10.